



Dipanwita Bandyopadhyay &lt;bandyopadhyay.dipanwita@gmail.com&gt;

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**Outstanding Letter - Eternis Block-6 Flat 6E**

9 messages

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**Prasenjit Some** <prasenjitsome@srijanrealty.com>  
To: Dipanwita Bandyopadhyay <bandyopadhyay.dipanwita@gmail.com>

Mon, Jun 22, 2020 at 4:40 PM

Dear Madam,

Greetings from Eternis.

Hope you are well. I am sharing with you the attached format regarding your outstanding due please fill up the same & send it back urgently to me.

--  
**Thanking you,**

**Regards,****Prasenjit Some  
Post Sales****SRIJAN REALTY PRIVATE LIMITED**

36/1A Elgin Road, Kolkata 700 020

West Bengal, India

**+91 70032 09535**[www.srijanrealty.com](http://www.srijanrealty.com)**Outstanding Mail Format.docx**

12K

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**Dipanwita Bandyopadhyay** <bandyopadhyay.dipanwita@gmail.com> Mon, Jun 22, 2020 at 8:18 PM  
To: Prasenjit Some <prasenjitsome@srijanrealty.com>, sumitdas@srijanrealty.com, Kaushik Mukherjee <kaushikmukherjee@srijanrealty.com>  
Cc: subhra84dip@gmail.com, amitpareek@srijanrealty.in

Sir,  
I beg your pardon that I do not understand the format and to whom I am to address in that format. As per the communication, you had sent me only the first mail regarding floor completion with additional interest @18% with days mentioned as delay as first reminder.

In this context I am to mention to you some of the facts:

- 1) My bank is to disburse the amount according to your demand.
- 2) The bank loan sanction is under process.
- 3) My booking of the flat 6-6E was done on **12.8.2019** under nomination agreement which was executed on **01.10.2019** against the allotment towards KOLKATA ABSAN PVT LTD as transferor and **I was made to make the payments so far to the allottee**. The booking amount Rs 1,12,000/- was paid on 17.08.2019, and first instalment Rs. 3,89,409/- was paid on 28.11.2019. There is no mention of these paid amounts against the demand sheet whose date starts from **31.12.2018** and I never get any such demand notice before till date, so the matter of Reminder 1 is out of my make out.
- 4) After I got my agreement paper which took almost two months, I proceeded towards submission of my documents for loan sanction, but my Head Office provided me a list of documents required for sanction which I communicated to you immediately but after rigorous follow ups, got all the scanned copy of the same on 9 th June 2020 and I had to set the documents afresh in the new format because by then my bank got merged on 01.04.2020 into Punjab National Bank whose guidelines are now to be followed for sanction.

Hence, the delay since 31.12.2018 does not cover my course of business with you and I cannot be penalised on this basis. I on my part, is trying my best to expedite the process of disbursement of your due payment and expect your

good office to do justice to your Consumer and oblige.

Thanks and regards  
Dipanwita Bandyopadhyay  
C/o Subhradip Chakraborty  
9733809830/9732553376  
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**Dipanwita Bandyopadhyay** <bandyopadhyay.dipanwita@gmail.com> Tue, Jun 30, 2020 at 9:40 PM  
To: Prasenjit Some <prasenjitsome@srijanrealty.com>, sumitdas@srijanrealty.com, Kaushik Mukherjee <kaushikmukherjee@srijanrealty.com>  
Cc: subhra84dip@gmail.com, amitpareek@srijanrealty.in

Sir,  
I have submitted the loan application form along with all the documents you provided but inspite of your confirmation regarding previous sale agreement that before HIRA, agreement was not done and booking and allotment letter are there for this, my Bank is not satisfied with that and still want valid agreement between you and Kolkata Abasan Pvt Ltd. for sanction of my loan and cited that according to the RERA Act 2016 a sale agreement is mandatory for payment above ten percent of the total project cost. They insisted that without previous sale agreement they are ready to finance for this property only if the entire disbursement is to be done to PS SRIJAN only and NOT TO ANYONE ELSE.

Kindly intervene and guide me in this situation.

Thanking you.  
Dipanwita Bandyopadhyay  
9733809830/9732553376  
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**Dipanwita Bandyopadhyay** <bandyopadhyay.dipanwita@gmail.com> Fri, Jul 3, 2020 at 8:41 AM  
To: Prasenjit Some <prasenjitsome@srijanrealty.com>, Kaushik Mukherjee <kaushikmukherjee@srijanrealty.com>, sumitdas@srijanrealty.in  
Cc: subhra84dip@gmail.com, amitpareek@srijanrealty.in, bmhrs@unitedbank.co.in

Sir,  
I am still to get any reply from your end regarding the trail mail issue. My bank has given a time limit for submission of the requisite paper, and without its compliance, they will return my proposal with reason of failure to submit property documents.  
Being the Bank employee, to ask for loan from any other financial institution, for reason other than my credibility which is satisfactory, may not be a healthy solution for this occurrence.  
Kindly look into the matter and help me out of this dilemma.  
Waiting for your early and positive reply.

Regards  
Dipanwita Bandyopadhyay  
9733809830/9732553376  
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**Prasenjit Some** <prasenjitsome@srijanrealty.com> Mon, Jul 6, 2020 at 2:32 PM  
To: Dipanwita Bandyopadhyay <bandyopadhyay.dipanwita@gmail.com>  
Cc: Kaushik Mukherjee <kaushikmukherjee@srijanrealty.com>, sumitdas@srijanrealty.in, subhra84dip@gmail.com, Amit Pareek <amitpareek@srijanrealty.in>, bmhrs@unitedbank.co.in, Monalisa Ghosh <monalisa@srijanrealty.com>

Dear Madam

Greeting from Eternis  
Hope you are doing well

This is regarding your booking in Eternis Block -6, 6E. As requested by you from time to time we have provided you all necessary documents for your home loan from your bank. We have already waited for a long time to support you to get the bank loan sanctioned.

Kindly note that we will not be able to provide you the sale agreement. We have already communicated the same to you earlier. We are resending you the demand from your file as you informed us via mail that you have not received the same.


We request you to make the payment at the earliest. You may please take a loan from any other bank like (HDFC, SBI, AXIS, ICICI) etc to provide us the payment and later you can please shift your home loan to your bank.


Looking forward to your kind cooperation in this regard.

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**2 attachments**

 **6-6E-1.pdf**  
524K

 **6-6E-2.pdf**  
524K

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**Dipanwita Bandyopadhyay** <bandyopadhyay.dipanwita@gmail.com>

Tue, Jul 7, 2020 at 8:08 AM

To: Prasenjit Some &lt;prasenjitsome@srijanrealty.com&gt;

Cc: Kaushik Mukherjee &lt;kaushikmukherjee@srijanrealty.com&gt;, sumitdas@srijanrealty.in, subhra84dip@gmail.com, Amit Pareek &lt;amitpareek@srijanrealty.in&gt;, bmhrs@unitedbank.co.in, Monalisa Ghosh &lt;monalisa@srijanrealty.com&gt;

Sir,

As you are unable to provide the previous sale agreement, **without this vital document, I may not be willing to proceed with this property** even if any other Bank is ready to finance me to purchase this flat where there **may arise any future litigation**.

In view of this circumstance, kindly suggest any other alternative.

Expecting your kind consideration on the matter above.

Regards

Dipanwita Bandyopadhyay  
C/o Subhradip Chakraborty  
9733809830/9732553376

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**Dipanwita Bandyopadhyay** <bandyopadhyay.dipanwita@gmail.com>

Sun, Jul 12, 2020 at 6:38 PM

To: Prasenjit Some &lt;prasenjitsome@srijanrealty.com&gt;

Cc: Kaushik Mukherjee &lt;kaushikmukherjee@srijanrealty.com&gt;, sumitdas@srijanrealty.in, subhra84dip@gmail.com, Amit Pareek &lt;amitpareek@srijanrealty.in&gt;, Monalisa Ghosh &lt;monalisa@srijanrealty.com&gt;, bmhrs@unitedbank.co.in

Sir,

As we are unable to proceed with the purchase of the flat 6-6E as communicated earlier, in connection to this, we like to inform you that we visited to your sales office on 10.07.2020 but we found no other suitable alternative for the said flat which is why we cannot but move towards cancellation. Kindly let us know the procedure and related refund policies at your earliest.

Regards

Dipanwita Bandyopadhyay  
9733809830/9732553376

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**Prasenjit Some** <prasenjitsome@srijanrealty.com>

Thu, Jul 16, 2020 at 2:10 PM

To: Dipanwita Bandyopadhyay &lt;bandyopadhyay.dipanwita@gmail.com&gt;

Cc: Kaushik Mukherjee &lt;kaushikmukherjee@srijanrealty.com&gt;, sumitdas@srijanrealty.in, subhra84dip@gmail.com, Amit Pareek &lt;amitpareek@srijanrealty.in&gt;, Monalisa Ghosh &lt;monalisa@srijanrealty.com&gt;, bmhrs@unitedbank.co.in

Dear Madam

Thank you for your mail. As we had already communicated to you over the con call that we will provide you the required documents but as you wanted to shift to a different flat. We also arrange for a meeting in the Eternis site for you. After the reject as you have mailed us to cancel your property we would like to let you know that we can provide you the document that you require for your home loan or you may please avail home loan from any other bank like (SBI, ICICI, HDFC, AXIS etc). We will be happy to facilitate your home loan process. If you require any assistance from our side please do let us know. In case you want to cancel the booking then please confirm the same we will take your request and do the needful.

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**Dipanwita Bandyopadhyay** <bandyopadhyay.dipanwita@gmail.com>

Fri, Jul 17, 2020 at 8:48 AM

To: Prasenjit Some &lt;prasenjitsome@srijanrealty.com&gt;

Cc: Kaushik Mukherjee &lt;kaushikmukherjee@srijanrealty.com&gt;, sumitdas@srijanrealty.in, subhra84dip@gmail.com, Amit Pareek &lt;amitpareek@srijanrealty.in&gt;, monalisa@srijanrealty.in

Sir,

We booked the Flat 6-6E at your project Eternis, being sanguine that the paper documents in support of the property as well as the project would be unquestionable. Please be sure that the flat 6-6E was really a coveted one in terms of any criterion. But as you already know the reason my Bank has turned down my proposal for loan being the previous sale agreement and which you said you do not have for whatever reason it may be, we got the first jolt.

Then again, when you said that you are going to prepare the previous sale agreement, after so many talks with you claiming that this document is not justified to be asked for, we got our second jolt. Even if you prepare it for us, let alone the matter of possibility of improvisation of a back dated agreement, there are clauses like nomination fees and penalty regarding late registration which are still to be addressed.

We realised that because this property is a resale one, these issues are coming and they may also arise in future making us exposed to legal complications which by then you would not be there to help us and improvise like you are doing now.

Finally, the two only alternatives you shown the other day were unacceptable to us because they were at the top floor. We still want to have a home of our own and we are ready to pay the price but not at the cost of our peace of mind and there is no crime in having this specification once and for all.

Hence, it will only destroy our energy to linger on this project. We acknowledge and appreciate your help through out but we are unable to continue with this because of the reasons mentioned above. We would love to have what we expected and dreamt of but in reality it is annexed to something that we are unable to afford for future. Hope you consider our plight and convey our message to M/s Kolkata Abasan Pvt Ltd to process for the cancellation of this nomination agreement and refund of our money at an earliest.

Expect your good office's kind and judicious approach.

Thanks and regards

Dipanwita Bandyopadhyay

9733809830/9732553376

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Dipanwita Bandyopadhyay &lt;bandyopadhyay.dipanwita@gmail.com&gt;

**Re: Cancellation of Mrs.Dipanwita Bandyopadhyay (Block -6, Unit- 6E)**

3 messages

**Dipanwita Bandyopadhyay** <bandyopadhyay.dipanwita@gmail.com>

Wed, Jul 29, 2020 at 12:28 PM

To: Prasenjit Some &lt;prasenjitsome@srijanrealty.com&gt;

Cc: Monalisa Ghosh &lt;monalisa@srijanrealty.com&gt;, monalisa@srijanrealty.in, Kaushik Mukherjee &lt;kaushikmukherjee@srijanrealty.com&gt;, subhra84dip@gmail.com, santanu &lt;santanu@nkrealtors.com&gt;, Amit Pareek &lt;amitpareek@srijanrealty.in&gt;

Sir,

As communicated earlier, we had booked the flat 6-6E at your project Eternis, with assurance from you that the property documents of the said flat are legally precise but the fact which took a considerable time to comprehend is that the property documents are still incomplete even after so many years of allotment to Kolkata Abasan Pvt Ltd and the way the papers are being modified and improvised on demand is not what is expected from you but has become the cause of our concern.

Then, we tried to approach to you for change of our flat that would be purchased directly from you but on our visit to your sales office, two options both at 11th floor were given to us for choice. Please note that we have an issue with staying at the top floor because of my 3 yr old son and aged members of my family.

So, in this circumstance, finding no suitable alternative, we had to move towards cancellation. Kindly clarify what you meant by 10% of the total consideration value and on which basis you are imposing this deduction on us.

Waiting for your kind consideration and judicious approach.

Thanks and regards

Dipanwita Bandyopadhyay

9733809830/9732553376

**Prasenjit Some** <prasenjitsome@srijanrealty.com>

Sat, Aug 1, 2020 at 11:56 AM

To: Dipanwita Bandyopadhyay &lt;bandyopadhyay.dipanwita@gmail.com&gt;

Cc: Monalisa Ghosh &lt;monalisa@srijanrealty.com&gt;, Monalisa Ghosh &lt;monalisa@srijanrealty.in&gt;, Kaushik Mukherjee &lt;kaushikmukherjee@srijanrealty.com&gt;, subhra84dip@gmail.com, santanu &lt;santanu@nkrealtors.com&gt;, Amit Pareek &lt;amitpareek@srijanrealty.in&gt;

Dear Madam

Greetings from Eternis

We refer to your mail dated 29.07.2020, wherein you have expressed the intention to cancel your booking of Unit – 6E in Block – 6. Your allegation against us in the first sentence at your mail are emphatically denied.

You had booked the flat by application dated 10.08.2019. Your flat was provisionally allotted by letter dated 01.10.2019, At the relevant time all flats in the project were being allotted in a similar manner on the basis of allotment letter in terms of registered General terms and Condition (GTC). All the banks were advancing finance to the customers on the basis of the Allotment letter. **Since your bank is an exception and wanted an “Agreement” instead of Allotment letter,** as a special case we drafted an agreement to enable you to satisfy your bank. Unfortunately instead of appreciating our cooperation, you alleged **that papers are being modified and improvised. We don't do this.**

**However, if you still wish to cancel the booking you will be entitled to a refund after deduction of ‘cancellation charges’ @10% of consideration value plus applicable tax as per clause 6 of GTC.**

**Thanking You**

**Regards,**

[Quoted text hidden]

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**Thanking you,**

**Regards,**

**Prasenjit Some  
Post Sales**



**SRIJAN REALTY PRIVATE LIMITED**

36/1A Elgin Road, Kolkata 700 020

West Bengal, India

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**Dipanwita Bandyopadhyay** <bandyopadhyay.dipanwita@gmail.com>

Sun, Aug 2, 2020 at 1:44 PM

To: Prasenjit Some <prasenjitsome@srijanrealty.com>

Cc: Monalisa Ghosh <monalisa@srijanrealty.com>, monalisa@srijanrealty.in, Kaushik Mukherjee <kaushikmukherjee@srijanrealty.com>, subhra84dip@gmail.com, santanu <santanu@nkrealtors.com>, Amit Pareek <amitpareek@srijanrealty.in>

Sir,

With due respect to your esteemed organization, we beg to state that you may have forgotten some of the facts that the captioned property, which we have expressed to cancel our booking with, is a resale one and we had not been allotted by you as you have mentioned in your mail. The **provisional allottee here is M/S Kolkata Abasan Pvt Ltd**, who have signed a **Nomination Agreement** with us dated **01.10.2019** along with you as Developer **on the basis of Allotment Letter Dated 29.06.2017**.

Being the employee of a Nationalised Bank, I donot find it "exceptional" on the part of my Bank asking for the Previous Sale Agreement between you and the existing Allottee, i.e. M/S Kolkata Abasan Pvt Ltd. before disbursement of Consideration or Reimbursement amount to the Transferor, M/S Kolkata Abasan Pvt Ltd, as per Nomination Agreement.

We refrained from proceeding towards purchase of this property fearing future litigation as my Bank counselled citing Govt SOP that **not more than 10% of the project cost can be transferred to Allottee who do not have any sale agreement with the Developer**, and now that you said you are ready to prepare it, even if we appreciate your effort so far, we meant that whether it would be possible for you to make a Sale Agreement with M/S Kolkata Abasan Pvt Ltd, dated before 01.07.2017 i.e. before M/S Kolkata Abasan Pvt Ltd paid to you the amount ₹13,33,333/- out of flat value ₹37,29,250/-.

**Hence it was not our wish but compulsion to cancel the booking.** We admit that we would have purchased the same flat if we were allotted by you directly but the consideration amount, which you were going to make us pay to the current allottee as per the Nomination Agreement, can not be paid without previous Sale Agreement which you said you will not be able to provide, in your mail dtd 06.07.2020.

Finally, according to our Nomination Agreement Para 1.5, the effect of Nomination will come into force after the Transferor herein M/S Kolkata Abasan Pvt Ltd being paid the reimbursement amount and without that, the Developer who has not yet been paid any money by us, can impose any cancellation charge on us and I, rather being the **provisional Nominee**, can neither be placed under your GTC, nor can your provisional allottee can deduct any amount paid to them having been thwarted to sell.

Hope you consider our case specially and make arrangement for refund of our money by cancelling our booking of 6-6E without any further distraction at your earliest and oblige.

Thanks and regards

Dipanwita Bandyopadhyay

9733809830/9732553376

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Dipanwita Bandyopadhyay &lt;bandyopadhyay.dipanwita@gmail.com&gt;

**Regarding cancellation of your unit (Block-6, 6E)**

1 message

Prasenjit Some &lt;prasenjitsome@srijanrealty.com&gt;

Thu, Aug 13, 2020 at 7:38 PM

To: Dipanwita Bandyopadhyay &lt;bandyopadhyay.dipanwita@gmail.com&gt;

Cc: Monalisa Ghosh &lt;monalisa@srijanrealty.com&gt;, Monalisa Ghosh &lt;monalisa@srijanrealty.in&gt;, Sreya Dey Saha &lt;sreya@srijanrealty.com&gt;

Dear Madam,

Greetings of the day.  
Hope you are doing well.

By virtue of having executed the Nomination Agreement dated 01.10.2019, the entirety of the right, title and interest of the Transferor in the Allotment of the Flat No.6E on the 6<sup>th</sup> Floor of Block No. 6 stands transferred and/or vested in the Transferee. So far as the Developer is concerned you have stepped into the shoes of the Allottee of the composite Unit. Your failure and/or refusal to make payment to the Transferor vis-à-vis the Developer as per Clause 1.5 obviously denies you the right to seek conveyance for the reason of non-payment of consideration. But since now you altogether wish to resile from the Agreement you will have to abide by the GTC which is applicable to all Allottees and you became an Allottee by executing the Nomination Agreement.

You cannot take the plea that no money will be deductible since you did not pay any amount directly to the Developer.

Out of the sum of Rs.5,01,409/- reimbursed in part by you to the Transferor, 10% of the total consideration is deducted as Cancellation charges and the balance amount will be refunded to you.

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**Thanking you,****Regards,****Prasenjit Some  
Post Sales****SRIJAN REALTY PRIVATE LIMITED**

36/1A Elgin Road, Kolkata 700 020

West Bengal, India

**+91 70032 09535**[www.srijanrealty.com](http://www.srijanrealty.com)